

Proposal # 2001- E 209 (Office Use Only)

PSP Cover Sheet (Attach to the front of each proposal)

Proposal Title: Suisun Marsh Land Acquisition and Tidal Marsh Restoration
 Applicant Name: Center for Natural Land Management & U.S. Fish & Wildlife Service
 Contact Name: Wayne White
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Amount of funding requested: \$ 2,176,505

Some entities charge different costs dependent on the source of the funds. If it is different for state or federal funds list below.

State cost _____

Federal cost _____

Cost share partners?

____ Yes ☒ No

Identify partners and amount contributed by each _____

Indicate the Topic for which you are applying (check only one box).

- | | |
|--|--|
| <input type="checkbox"/> Natural Flow Regimes | <input type="checkbox"/> Beyond the Riparian Corridor |
| <input type="checkbox"/> Nonnative Invasive Species | <input type="checkbox"/> Local Watershed Stewardship |
| <input type="checkbox"/> Channel Dynamics/Sediment Transport | <input type="checkbox"/> Environmental Education |
| <input type="checkbox"/> Flood Management | <input type="checkbox"/> Special Status Species Surveys and Studies |
| <input checked="" type="checkbox"/> Shallow Water Tidal/ Marsh Habitat | <input type="checkbox"/> Fishery Monitoring, Assessment and Research |
| <input type="checkbox"/> Contaminants | <input type="checkbox"/> Fish Screens |

What county or counties is the project located in? Solano

What CALFED ecozone is the project located in? See attached list and indicate number. Be as specific as possible Suisun Marsh / North San Francisco Bay

Indicate the type of applicant (check only one box):

- | | |
|---|--|
| <input type="checkbox"/> State agency | <input type="checkbox"/> Federal agency* |
| <input type="checkbox"/> Public/Non-profit joint venture | <input type="checkbox"/> Non-profit * |
| <input type="checkbox"/> Local government/district | <input type="checkbox"/> Tribes |
| <input type="checkbox"/> University | <input type="checkbox"/> Private party |
| <input checked="" type="checkbox"/> Other: <u>Non-profit & Federal agency</u> | |

Indicate the primary species which the proposal addresses (check **all that apply**):

- | | |
|--|--|
| <input type="checkbox"/> San Joaquin and East-side Delta tributaries fall-run chinook salmon | <input type="checkbox"/> Spring-run chinook salmon |
| <input type="checkbox"/> Winter-run chinook salmon | <input type="checkbox"/> Fall-run chinook salmon |
| <input type="checkbox"/> Late-fall run chinook salmon | <input checked="" type="checkbox"/> Longfin smelt |
| <input checked="" type="checkbox"/> Delta smelt | <input type="checkbox"/> Steelhead trout |
| <input checked="" type="checkbox"/> Splittail | <input type="checkbox"/> Striped bass |
| <input checked="" type="checkbox"/> Green sturgeon | <input type="checkbox"/> All chinook species |
| <input checked="" type="checkbox"/> White Sturgeon | <input checked="" type="checkbox"/> All anadromous salmonids |
| <input checked="" type="checkbox"/> Waterfowl and Shorebirds | <input checked="" type="checkbox"/> American shad |
| <input type="checkbox"/> Migratory birds | |
| <input checked="" type="checkbox"/> Other listed T/E species: <u>salt marsh harvest mouse, salt bird's beak, Swainson's thrush</u> | |

Indicate the type of project (check **only one box**):

- | | |
|---|---|
| <input type="checkbox"/> Research/Monitoring | <input type="checkbox"/> Watershed Planning |
| <input type="checkbox"/> Pilot/Demo Project | <input type="checkbox"/> Education |
| <input checked="" type="checkbox"/> Full-scale Implementation | |

Is this a next-phase of an ongoing project?, Yes ☐ No ☒
Have you received funding from CALFED before? Yes ☐ No ☒

If yes, list project title and CALFED number _____

Have you received funding from CVPIA before? Yes ☐ No ☒

If yes, list CVPIA program providing funding, project title and CVPIA number (if applicable):

By signing **below**, the applicant declares **the following**:

- The truthfulness of all representations in their proposal;
- The individual signing the form is entitled to submit the application on behalf of the applicant (if the applicant is an entity or organization); and
- The person submitting the application has read and understood the conflict of interest and confidentiality discussion in the PSP (Section 24) and waives any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent as provided in the Section.

Joel A. Medlin
Printed name of applicant

Joel A. Medlin
Signature of applicant

I. Executive Summary

Title of Project: Suisun Marsh Land Acquisition and Tidal Marsh Restoration
Applicant Names: Center for Natural Land Management and U.S. Fish and Wildlife Service
Principal Contact: Wayne White, USFWS, 2800 Cottage Way, Rm W2605, Sacramento, CA, 95825. Wayne_White@fws.gov
Phone: (916) 414-6600 Fax: (916) 414-6713

Participants and Collaborators: Center for Natural Land Management, U.S. Fish and Wildlife Service

This proposal requests \$2,176,505 to acquire fee title or conservation easement interest in properties totaling up to 500 acres located in eastern Suisun Marsh. The U.S. Fish and Wildlife Service (Service) and Center for Natural Land Management (CNLM) are co-applicants on this proposal. The Service will conduct the tasks related to acquisition, and CNLM will hold the resulting fee title(s) or conservation easement(s). This acquisition is part of a larger proposal for restoration of tidal marsh in Suisun Bay which also includes: 2) conducting restoration planning for these areas; 3) implementing the restoration plan; and 4) implementing studies and a monitoring program for the restoration. The full cost of the tidal marsh restoration is estimated at \$ 4,017,126.

The intent of this proposal is to restore tidal marsh in strategically-located areas in Suisun Marsh, located in Solano County. Our primary ecological objectives include restoration, reactivation and preservation of ecological processes, functions, habitats, species, and the reduction of stressors. This proposal is intended to complement the land acquisition/restoration proposal submitted by Department of Water Resources. By simultaneously acquiring land in both the east and western portions of Suisun Bay, studies may be designed to address uncertainties such as slough/channel dynamics, shallow water marsh formation, and upland transition zone formation. This information will be critical in successful planning of future restoration projects throughout north San Francisco Bay.

Acquisition of land in Suisun Marsh and subsequent restoration of tidal influence will help improve the health of the Bay/Delta ecosystem, will benefit numerous high risk species and their habitat, and will yield broad ecosystem benefits. The size of the area to be acquired and restored will ultimately allow two objectives to be achieved: 1) full tidal restoration in certain areas, through engineered breaching and grading of levees; and 2) restricted tidal circulation and persistent shallow aquatic habitat in other areas. Adjacent landward flood protection would be upgraded where necessary, as part of the restoration effort. The creation of a combination of these two habitat types will benefit a wide variety of at-risk and game species.

This project is consistent with the objectives of CALFED's Ecosystem Restoration Program Plan, CVPIA, the Suisun Marsh Protection Plan, the Suisun Marsh Investigation, the Goals Project (1999), the Sacramento/San Joaquin Native Fishes Recovery Plan (USFWS 1995), and the Tidal Salt Marsh Ecosystems of Central and Northern California Recovery Plan (USFWS in prep).

II. Project Description

A. Background

Historically, San Francisco Bay included more than 242,000 acres of tidally influenced bayland habitats and about 90,000 acres of adjacent habitats. Today, **only** 70,000 acres remain. In Suisun, tidal wetlands have been reduced from 68,000 acres to approximately 15,000 acres. As more upstream diversions were created in the dry years of the 1920s, saline water intruded east of Carquinez Strait more frequently. The increasing salinity of Suisun resulted in the failure of many farms, some of which were replaced by duck clubs. Today, most of the levees originally constructed for agricultural reclamation now form part of the infrastructure for managing water levels in seasonal nontidal (managed) wetlands (Goals Project 1999). Many of the diked wetlands in Suisun Bay have progressively subsided and suffered from increasing drainage problems which has led to reduced soil and wetland habitat quality and increased maintenance costs.

Currently, Suisun Marsh is the Estuary's largest contiguous protected area. However, after more than 100 years of land reclamation, many linear miles of natural sloughs have been lost. Sloughs are important spawning and rearing areas for many fish species, and are critical areas for feeding and resting waterbirds. Of the natural sloughs that remain, most have severely degraded natural habitat values from loss of the tidal prism, dredging, levee confinement, riparian vegetation loss or degradation, high water flow, and poor water quality. Tidal marshes, which were once the most common habitat type in the Bay/Delta system, are now restricted to remnant, disjunct patches. Most of the remaining brackish marshes in Suisun lack adjacent upland transition habitat and other attributes of fully functioning saline emergent wetlands.

The Suisun Marsh Protection Plan, passed in 1977, contains specific policy language to guide marsh restoration: "Where feasible, historic marshes should be returned to wetlands status, either as tidal or managed wetlands. If, ... some of the managed wetlands are no longer needed for waterfowl hunting, they should be restored as tidal marshes." The Ecosystem Restoration Program Plan (ERPP) of CALFED identified more specific recovery measures, to restore tidal action to 5,000 to 7,000 acres in the Suisun Bay (ERPP 1999). The overall goal of this project is to increase the area of fully functioning tidal marsh in Suisun Bay. The specific objectives of this project are to (1) protect the quality of existing saline emergent wetlands from degradation or loss, (2) increase the area and contiguity of saline emergent wetlands through restoration of reclaimed areas thereby reducing ecosystem stressors, and (3) assist in the recovery of at-risk species. We propose a multi-phase project, in which up to 500 acres of managed wetlands are restored to tidal marsh and placed under permanent protection. Implementation of this project will significantly aid in achieving the ERPP's vision and restoration target for Suisun Marsh. This proposal is for acquisition of property, which is the initial phase of the multi-phase project.

B. Conceptual Model, Hypotheses, and Adaptive Management

The following conceptual model is for the entire project, which consists of four phases: (1) property acquisition, (2) development of a restoration plan, (3) implementation of the restoration plan, and (4) monitoring specifically for the restoration efforts and adaptive management of parcel(s). The activities associated with each phase will be fully detailed in the "C. Approach" section below.

In a healthy ecosystem, the stressors (as defined in the ERPP, Volume I, CALFED 1999) are relatively minor and kept in check by natural processes and adaptations of plants and animals inhabiting the system. In an impacted ecosystem, the natural processes can no longer keep the stressors in check. The system and its inhabitants are forced into a widespread re-equilibration, which may result in lowered species diversity. San Francisco Bay/Delta is a prime example of an impacted system with a multitude of stressors. The widespread adverse effects of these stressors are manifested in the large number of bayland plants and animals that are currently under either state or federal protection. These at-risk species are not limited to a few taxa and include 10 invertebrates, 6 fish, 1 amphibian, 2 reptiles, 9 birds, 2 mammals, and 21 plants (CDFG 1998), for a total of 51 species.

Suisun Bay, in the northeast corner of San Francisco Bay and just west of the Delta, is subjected to stressors that can be grouped into three categories: altered hydrology, non-native species, and contaminants.

1) **Altered Hydrology**: Thousands of acres of what originally was tidal marsh in Suisun Bay (Bay) have been reclaimed as rangeland or nontidal managed wetlands. Levees are an integral part of the infrastructure necessary for the maintenance of these areas, and many miles of levees are maintained along the Bay and its sloughs and tributaries. The combination of levees that act to separate emergent wetlands from tidal flows, and reclamation of emergent wetlands, has altered ecological functions and processes in the Bay. Tidal exchange is the primary process that supports habitat function in healthy emergent wetlands. The reclamation and separation of wetlands from tidal flows has resulted in increased downstream flooding (Collins 1998), reduced floodplain filtering (Goals Project 1999), reduced water quality (Hammer 1989), altered sediment/soil chemistry, and direct habitat loss.

The size of the floodplain and its capacity in the Bay has been greatly reduced. The lack of floodplain forces water to rapidly exit the marshes and bays through confined channels and sloughs. While the levees may protect reclaimed areas during normal water years, floods can devastate shoreline areas and result in adverse economic impacts due to loss of dampening effects provided by floodplain and flood basin storage. A fully functioning floodplain also acts as a water filter, allowing the suspended sediments to settle out of the water column prior to reaching the Bay (Hammer 1989, Goals Project 1999). Many contaminants sorb to fine sediments and are now carried into the Bay because of the reduced flood basin storage. The

water **quality** reaching the Bay has been degraded through increases in both turbidity and contaminant input.

The diking of baylands has also had many adverse effects on soil/sediment chemistry and nutrient exchange. The termination of tidal influence has resulted in alterations in sediment chemistry and biota. Without regular inundation, marsh sediments typically undergo oxidation and may result in changes in the flora and fauna occupying the area. Aerobic decomposition and dewatering of organic marsh soils, and a lack of sediment replenishment within the diked areas has resulted in a wide range of subsidence, up to 15 feet below sea level (Goals Project 1999).

Separation of wetlands from tidal flows and reclamation of emergent wetlands have altered ecological processes and functions. Losing these processes and functions has reduced available habitat quality and quantity for native species of fish, wildlife, and plants (Herbold et al. 1992, Harvey et al. 1992). With levee construction, miles of slough channels that provided feeding and spawning habitat for delta smelt and Sacramento splittail were lost. Transitional habitat between sloughs and upland areas were lost, as were large tracts of adjacent native upland habitats. The transitional zone and upland habitat provide critical refugia for species such as California clapper rails and salt marsh harvest mice during high tide events. Without these areas, both rails and harvest mice were increasingly forced to utilize marginal habitat present on levees, greatly increasing the vulnerability of adults and young to native and non-native predators. In addition, insect and plant diversity are highest near upland transitional zones. Many of the plant species which are at-risk in Suisun prefer relatively well-drained marsh/upland transitional habitats.

2) ~~Non-native Species~~: Alterations in ecosystem structure and function provide opportunities for the establishment of non-native species. The introduction of non-native species to an ecosystem will result in increased competition with similar native species, and may have impacts on the entire foodweb of the system. There are many examples of the impacts of non-native species in the Bay/Delta system. For example, with the introduction of the Asian clam (*Potamocorbula amurensis*), the native clams had to compete with the exotic for space and food resources. The Asian clam has proven to be successful in the San Francisco Bay/Delta ecosystem, and has outcompeted native species in certain areas and resulted in reduced primary productivity of the foodweb. The Asian clams are efficient in filtering algae from the water and reduce the crop of phytoplankton available for native species such as delta smelt larvae (USFWS 1995). Other non-natives, such as the red fox, result in greatly increased levels of predation on native species. The appearance of red fox in south San Francisco Bay in the early 1980's was quickly followed by a precipitous reduction of the already declining California clapper rail population (Foerster and Takekawa 1991). Following an aggressive predator control campaign spearheaded by the Refuge, rail populations in the south Bay rebounded and stabilized.

The introduction of non-native plant species may also have multiple adverse effects on the ecosystem. The vegetation composition will change, which may in turn affect foraging and sheltering of animal species which are either obligate or facultative users. For restoration of tidal marsh habitat in Suisun Bay, invasion by pepperweed (*Lepidium latifolium*) is a potential

problem. Pepperweed typically grows in the same zone as at-risk native plant species and may outcompete them. Pepperweed also decreases quality of nesting habitat for native species such as clapper rail while increasing the area's attractiveness to non-native predators.

3) Contaminants: The sources of contaminant input to the Bay/Delta system are many and varied. In Suisun Bay, sources include municipal, industrial, and agricultural discharges. The Regional Monitoring Program (RMP) has monitored toxics levels in water, sediment, and bivalves throughout San Francisco Bay since 1992. Their results indicate widespread elevated levels of chromium, copper, and mercury in the system (SFEI 1999). Organochlorine pesticides were highest in the northern reaches of the estuary in the winter. The higher concentrations of dissolved and particulate organochlorine pesticides in the north Estuary during January suggest that contaminated sediment particles are being washed in from the Central Valley during winter storm events (SFEI 1999). These contaminants may impact habitats and species through direct toxicity, indirect or sublethal toxicity, or bioaccumulation. Indirect effects typically include aspects of reduced fitness that are manifested by reduced growth rates, fecundity, and survival. Bioaccumulation occurs with contaminants such as mercury, and results in higher concentrations contained in the tissues of successively higher trophic level organisms. The effects of contaminants - direct, indirect, and bioaccumulation - all result in alterations in the foodweb and may reduce productivity and diversity of the ecosystem.

Stressor Elimination:

To achieve recovery of fully functioning emergent wetlands and reduce the threat of the above stressors, large blocks of contiguous habitat must be restored. In fringing or narrow tracts of restored tidal marsh, the sinuous, complex tidal drainage networks that are indicative of a functioning wetland are not able to develop due to the insufficient area available. In addition, where the ratio of levee to marsh is high, there problems with invasion by non-native plants and predators are more likely. Such small or linear marshes also require relatively high amounts of flood protection maintenance, which does not benefit the natural resources that are at-risk but adds to project cost. We propose to restore tidal action in up to 500 acres of land in Suisun Bay to tidal emergent wetland. Because a fully functioning tidal wetland will take years to restore, we plan on using a phased approach to achieve our goal. Our overall hypothesis is that many of the adverse effects of hydrological, non-native, and contaminant stressors will be alleviated by restoring tidal action to the acquired tract(s). Phase II will design studies to investigate whether:

- 1) Diked baylands in Suisun Marsh restored to full tidal circulation will provide significant high quality fish habitat. At-risk fish species such as delta smelt and Sacramento splittail will forage in the restored tidal areas and spawn there once vegetation establishes.
- 2) Diked baylands in Suisun Marsh restored to muted or microtidal circulation will provide significant perennial shallow water habitat for waterfowl.
- 3) Tidal marsh restoration at the scale proposed will not significantly alter salinity regimes in adjacent sloughs for a given water year.
- 4) Establishment of suitable marsh vegetation in previously subsided areas will result in colonization by nesting rails and passerines.
- 5) Sedimentation rates in Suisun will be similar to rates in equivalent situations in San Pablo Bay.

Included in the restoration plan will be success standards/criteria and remedial measures for terrestrial and aquatic habitat development, and study plans to provide data on three CALFED uncertainties: channel dynamics, shallow water marsh formation, and upland transition zone formation. Studies to determine the effects of levee breaching on channel dynamics, the effects of levee breaching on the formation of sloughs within the restored parcel, the amount of time required for the formation of shallow water marsh and upland transition zones, sediment chemistry changes within the restored area(s), and alterations in biotic composition will be developed during phase II. Emphasis will be placed on studies of the length of time required for habitat formation and occupation, particularly by at risk species (species of concern and threatened and endangered species). Data from these studies will be incorporated into the management actions for the acquired area(s). Strategies for eliminating or minimizing the non-native stressors will be included in the restoration and management plan that will be developed during phase III of this project.

III. Proposed Scope of Work

A. Location

This project will occur in the Suisun Marsh/San Francisco Bay ecological zone, specifically the Suisun marsh ecological management unit of CALFED. Please refer to the attached map (figure 1) for the potential project footprint. UTM coordinates of the approximate center of the area are: $x = 594939.1453$ and $y = 4228902.2288$.

B. Approach

In phase I, potential parcels for acquisition will be identified. The Service or CNLM will notify landowners and obtain permission prior to conducting any appraisals. Prices offered for parcels will be in compliance with federal land acquisition standards and procedures. Land will be purchased only from willing sellers and offers made will be based on an approved appraisal and existing market value.

In phase I, we will acquire up to 500 acres of land in Suisun Bay. CNLM will hold all fee title(s) or conservation easement(s) resulting from this project. CNLM will not be required to continue management of the parcel(s) beyond three years if additional funds have not been made available. In this case, the land will be transferred to a conservation-minded agency or organization such as Solano County Open Space District and California Department of Fish and Game, with the stipulation that the areas are protected in perpetuity.

Parcels will be located in northeast Suisun Bay, with the exact location dependant upon willing sellers. The choice of this area for restoration was based upon the high potential benefit for native and at-risk species, contiguity with non-urban or similarly-managed lands, the low potential for conflict with neighboring land use, and the low risk of downstream flooding.

There are two areas in the East Potrero Hills area that will be investigated for potential acquisition: Bradmore Island, and the upper Nurse Slough/Denverton area. Potential parcel numbers for acquisition in this area are:

0046120050	0046170160	0046120140
0046120060	0046170170	0048020010
0046120120	0046170150	0048020040
0046120420	0048040230	0048020370
0046120430	0048040240	0048020360

Current land use of both parcels is primarily seasonal managed wetland, and the selling price in this area is approximately \$1,000 to \$2,000/acre. Because these parcels are somewhat remote from the sediment source (Suisun Bay), we hypothesize that mudflats will be established within 10 to 15 years after the restoration of tidal influence, and high marsh and transitional zone vegetation will establish within an additional 10 to 15 years. Although the length of time required to restore tidal marsh in this area of Suisun Marsh is relatively long, the subdivisions provided by internal levees will facilitate the use of certain areas as microtidal lagoons. Such areas will be beneficial to waterfowl, and provide the opportunity to study the transition from lagoon to tidal marsh. The species which would benefit from the acquisition and restoration of this area are shown in table 1.

In phase 11, a restoration plan will be developed for the area(s) which have been acquired. Local participation will be integral to developing the restoration plan. We will work with the neighboring landowners to develop a plan which is mutually beneficial and does not place them at increased risk from either flood flows or reduced water quality. All environmental documents will be prepared in compliance with CEQA, NEPA, and the ESA, which will provide the appropriate framework for public involvement.

To restore any of the areas to tidal action, a varying number of levees would be breached or graded to slightly above tidal marsh plain elevations. Certain areas will be targeted for restoration of the full tidal prism and would ultimately become tidal marsh. Other areas will be targeted as wetlands with restricted tidal circulation, and will become persistent shallow aquatic habitat. The size and exact location of these alterations would be determined in consultation with civil engineers and surrounding land owners. Landward flood protection will be upgraded where necessary. Few conflicts with adjacent landowners are anticipated.

Regardless of the amount of subsidence which has occurred on the parcels, natural sedimentation would be used to achieve the appropriate elevation for recovery of tidal marsh. The internal levees currently present may be used to further divide the restoration project into phases for studies of alternate restoration techniques. These studies would be designed in phase II, along

with, studies to track alterations in sediment chemistry, salinity (as consistent with the SMI), and biotic community (particularly benthic organisms and use by at-risk species).

This project is consistent with the Suisun Marsh Investigation (SMI), and will provide an excellent opportunity to continue/expand it. Coordination of the restoration efforts and the SMI will occur during phase II. Electrical conductivity meters are in place and monitoring is currently underway by the Department of Water Resources. Monitoring could continue throughout phases III (implementation) and IV of this project to determine the effects of the action(s) on salinity. Results from this monitoring would be incorporated into management of the area(s), as part of the adaptive management plan.

Phase III will consist of implementation of the restoration plan and initiation of adaptive management, and phase IV will be monitoring of the developing emergent wetland. Adaptive management will be used in restoring this area. As results become available from the studies and monitoring, the progress of the project toward the goal of achieving a self-sustaining, fully functioning tidal marsh will be evaluated. Management plans will be flexible and allow for alterations to address any success criteria/standards that are not being met.

There are tradeoffs in restoring these areas to tidal marsh. While most of these areas are currently managed to support waterfowl, they are of limited use to high risk fish such as the Delta smelt and Sacramento splittail. These areas would continue to support waterfowl at current densities during and after the transitional period between seasonal wetland and tidal wetland. Use of the area by native fish, particularly for spawning, would most likely increase following the restoration of tidal prism. If improvements in waterfowl habitat in the Central Valley continue, this conversion will not degrade the baseline for waterfowl in the region.

C. Monitoring/Assessment Plans

Ecological monitoring and assessment plans would be developed in phase II. Preliminary investigations are listed in the detailed budget.

D. Data Handling and Storage

All generated data will be reported to the Sacramento Office of the U.S. Fish and Wildlife Service (Service). The Service will act as the official repository for all data generated by this project, and will provide the data to the public upon request.

E. Expected Products/Outcomes

The immediate outcome of this proposal will be the acquisition, in fee title or conservation easement, of approximately 500 acres in Suisun Bay from willing seller(s). The future outcome of the entire project will be the restoration of that acreage to tidal marsh consistent with the CALFED ERPP, the Suisun Marsh Protection Plan, the Suisun Marsh Investigation, the Goals Project (1999), the Recovery Plan for Sacramento/San Joaquin Native Fishes (1995), and the Tidal Salt Marsh Ecosystems of Central and Northern California Recovery Plan (USFWS, in

prep). CNLM will hold all fee title(s) or conservation easement(s) resulting from this project. CNLM will not be required to continue management of the parcel(s) beyond three years if additional funds have not been made available. In this case, the land will be transferred to a conservation-minded agency or organization such as Solano County Open Space District and California Department of Fish and Game, with the stipulation that the areas are protected in perpetuity.

This proposal is complementary to the proposal for the combined efforts of DWR, CDFG, SRCD, and BOR for restoration at Hill Slough and western Suisun. The projects that will be conducted during the restoration efforts of both projects will provide needed data on the effects of levee breaching on channel dynamics, the effects of levee breaching on the formation of sloughs within the restored parcel, sediment chemistry changes within the restored area(s), and alterations in biotic composition. In addition, detailed studies will be conducted on sedimentation rates relative to the distance from Suisun Bay. This is critical information to have when designing restoration projects in that the elevation of the marsh plain will determine the rate and species of colonizing vegetation, and thus the amount of time required for the formation of shallow water marsh and upland transition zones. Knowledge of sedimentation rates at various locations around Suisun Bay will greatly facilitate the appropriate timing of future restoration enhancement projects in both Suisun and San Pablo bays.

F. Work Schedule

Phase I: The parcel(s) will be identified and acquired within three years of funding allocation. The exact size(s) and location(s) of the parcel(s) are dependent on the amount of the funding and seller willingness. *Estimated date of completion = December 2003*

Phase II: The restoration plan will be developed within three calendar years of acquiring the property. Upon completion of the restoration plan, proposals will be developed and submitted to either the ERPP or CALFED's Directed Programs for funding of the restoration actions, studies, and monitoring plans. *Estimated date of completion = December 2006*

Phase III: Implementation of the restoration actions and related studies will be initiated within one calendar year of receiving funding.

Phase IV: Monitoring, studies, and adaptive management will continue, at a minimum, until the establishment of high marsh and upland transitional zone vegetation. Extended monitoring and studies will be dependant on obtaining additional funding.

G. Feasibility and Timing

Willing sellers exist in Suisun Bay. We cannot identify the parcel(s) or reach agreement with sellers until funds are allocated due to rapid turnover of property once it becomes available.

IV. Applicability to **CALFED ERP** Goals and Implementation Plan and **CVPIA** Priorities

A. **ERP** Goals and **CVPIA** Priorities

Acquisition of parcel(s) in Suisun Marsh can help improve the health of the Bay-Delta ecosystem, benefit numerous at-risk species, and yield broad ecosystem benefits. The project contributes toward achieving five of the six CALFED ERP Goals and seven of the Goal-related objectives (CALFED 1999), including:

Goal 1 - *Conservation and recovery of priority I - IV species*: Acquisition and restoration of land in Suisun Marsh to tidal emergent wetland would greatly contribute to the recovery of at-risk species dependent on the Delta and Suisun Bay, and the establishment of self-sustaining populations of these species. Species which would benefit from restoration of land in Suisun Marsh include (but are not limited to): delta smelt, longfin smelt, Sacramento splittail, salt marsh harvest mouse, California black rail, Suisun song sparrow, Mason's lilaeopsis, Suisun thistle, and soft bird's beak. Please see table 1 for full species list.

Goal 2 - *Rehabilitation of natural functions and processes in the Bay-Delta system*: Restoration of tidal influence to parcel(s) by levee alteration (breach or leveling) in Suisun Marsh would facilitate the recovery of natural floodplains and flood processes by re-establishing regular inundation; and aid in re-establishing a hydrodynamic regime that favors native species and natural habitats by providing nutrient exchange, foodweb support, and rearing habitat; and increase estuarine productivity by increasing the acreage of productive shallow-water marshes and reducing turbidity in open-water regions of the estuary.

Goal 4 - *Protect and restore functional habitat*: Acquisition of land in Suisun Marsh is the first step toward achieving objectives 1, 3, and 4 for habitat, which include restoration of major habitat types in the Delta and Bay, increasing the area of tidal marsh via levee breaching or removal, and halting the conversion of agricultural land to urban/suburban areas.

Goal 5 - *Prevent establishment and reduce current adverse impacts of non-native species*: Actions to reduce or eliminate negative impacts of non-native species which are currently present and measures to prevent their establishment in the future will be incorporated into the long-term management strategy for this acquisition and restoration.

Goal 6 - *Improve and maintain water and sediment quality*: This project will restore the emergent wetland link between Suisun Bay and Marsh by breaching or removing levees and allowing full tidal influence. Emergent wetlands are an integral part of a healthy, functioning Delta/Bay ecosystem and provide settlement areas for sediment and filtering sediment-sorbed toxics from water prior to flows reaching the Bay.

This project supports the objectives of the **CVPIA** in that it seeks to protect and restore fish and wildlife habitat in the Bay/Delta system. Land acquisition and habitat restoration in Suisun

Marsh is consistent with CVPIA Biological Resource Considerations in that it targets at-risk species for protection and conservation, it will enhance water quality in the Bay, and it will provide long term benefits for multiple species. Protection and eventual restoration of Suisun Marsh will contribute to the long term restoration of the Bay/Delta ecosystem.

B. Relationship to Other Ecosystem Restoration Projects

Land protection and restoration in northeast Suisun Marsh will complement and greatly enhance region-wide efforts to preserve and restore ecosystems and landscape corridors. Other restoration projects in Suisun Bay which are in various stages of planning and permitting include the restoration of 2,300 acres along the east shore of Montezuma Slough and 131 acres along Baypoint Shoreline.

The relatively large size of the area to be acquired in this project will allow further comparisons of rates of sedimentation and marsh plain development between fully tidal and restricted tidal tracts. In addition, this proposal is complementary to the proposal for the combined efforts of DWR, CDFG, SRCD, and BOR for restoration at Hill Slough and western Suisun. Implementation of both projects simultaneously will facilitate coordination on hypothesis testing and investigations of CALFED uncertainties. A comparison between factors such as sedimentation rates between eastern and western Suisun Marsh, and the relationship between sedimentation rates and distance from known sediment sources, will provide valuable information for future restoration/enhancement projects in both Suisun and San Pablo bays.

The elevation of the marsh plain largely determines the rate and species of colonizing vegetation and the amount of time required for establishment of shallow water marsh and upland transition zones in restored/enhanced areas. One of the main controversial issues involved in tidal marsh restoration is the use of dredge materials to speed formation of marsh plains. Implementation of the USFWS/CNLM project and the DWR/CDFG/BOR/SRCD project would provide data on sedimentation rates at various locations around Suisun Bay will greatly facilitate planning and timing of future restoration/enhancement projects in both Suisun and San Pablo bays.

C. Requests for Next-Phase Funding/Previous Recipients of CALFED/CVPIA Funding

This proposal is for the first phase of a new project. No funding for this project has been previously requested **from** either CALFED or CVPIA.

D. System-Wide Ecosystem Benefits

The implementation of this project, in combination with those previously mentioned will greatly improve the health of the ecosystem functions and processes in Suisun Marsh. The proximity of the area targeted in this proposal to other restoration projects currently under development will greatly increase their value to fish and wildlife.

V. Qualifications

U.S. Fish and Wildlife Service. Sacramento Realty Office: The Service currently manages over 670 square **miles** of habitat within the National Wildlife Refuge System in California. The Service has an ongoing land acquisition program that covers 16 refuges and wildlife management areas within the Central Valley and San Francisco Bay area. The Sacramento Realty Office's staff of eight has over 150 years of combined experience in the areas of realty, appraisal, and environmental protection. The Sacramento Realty Office, led by Chief Howard K. Stark, will coordinate acquisition of these properties.

Biosketch: Mr. Howard K. Stark

- Multi-disciplinary qualifications as Supervisory Realty Specialist, Appraiser, Facilities Master Plans Officer, Environmental Planner.
- Over 10 years of broad-based management experience in real estate, land use planning, and environmental compliance fields with four federal agencies.
- Track record of success in managing complex projects involving large expenditures of public funds on controversial programs.
- Initiated the \$12 billion Santa Anna River Flood Control Project and managed the \$6 million annual military recruiting station leasing program in Southern California as the Land Acquisition manager for the Army Corps of Engineers.
- Currently manages a Federal land acquisition program ranging from \$7 to 40 million annually with a \$672,000 annual operating budget. The office has responsibility for the Service's realty program in the Central Valley and San Francisco Bay. In fiscal years 96/97 the office acquired 21.38 square miles of habitat in fee and conservation easements within California.

U.S. Fish and Wildlife. Sacramento Fish and Wildlife Office (SFWO): The largest Fish and Wildlife Service field office in the nation, the SFWO is responsible for the recovery and stewardship of more than 200 listed and proposed species, of which 161 occur in the San Francisco Bay and Delta region. The SFWO's staff has well over 200 years of combined experience in ecosystem management, endangered and threatened species conservation and monitoring, and resource negotiation. Under the leadership of Field Supervisor Wayne S. White, the SFWO, will coordinate the restoration plan and oversee investigations and monitoring efforts.

Biosketch: Mr. Wayne S. White

With the U.S. Fish and Wildlife Service since 1974, Mr. White has held top management positions at the field, regional, and national levels as well as gained practical, hands-on experience as a field biologist. During his tenure in California, Mr. White continues to demonstrate that he is a skilled negotiator and manager of some of the Service's most complex and controversial issues, including leading roles in developing the 1994 Bay-Delta Accord, implementation of the Central Valley Project Improvement Act, and overseeing the Service's involvement in the CALFED Bay-Delta Program. Mr. White and his staff are involved in all aspects of the development and implementation of the CALFED Bay-Delta program, with

special responsibilities in the planning and implementation of effective habitat restoration and species protection activities.

- Nearly 30 years experience dealing with the preservation and management of at-risk species in Oregon and California
- Managed the endangered species program for the Service's Pacific Region
- Served as California State Supervisor for ecological services programs for the Service
- Currently manages a \$5.9 million and a staff of more than 100, who carry out the Service's endangered species, habitat conservation, contaminants, CALFED, and CVPIA programs.

The Center for Natural Lands Management (CNLM) was founded in 1990 and incorporated as a nonprofit tax exempt organization under section 501(c)3 of the Internal Revenue Service to protect biological resources through the long-term stewardship of mitigation and conservation lands. The Center is apolitical and does not lobby for or against projects. The main office is located in northern San Diego County, with satellite offices located in Arcata, Sacramento, Santa Cruz, Kern, Riverside, Thousand Palms, and Orange Counties.

The Center manages 21 preserves in California through funding from nearly 14.5 million in endowments and capitalized contracts. The preserves contain 45,000 acres ranging from dune habitats in Eureka to wetlands in the delta to sage scrub in Southern California. Well over 80% of the Center's activity is devoted to establishing and managing preserves.

On January 28, 2000, the Western Section of the Wildlife Society presented the Center's Executive Director Sherry Teresa with the Conservationist of the Year Award for her work in creating and directing the Center,

The Service (Realty and SFWO) and CNLM are uniquely qualified to identify, acquire, and protect these lands. Certain portions of the work may be contracted, depending upon priorities and existing work loads. There are no known conflicts of interest with parties involved in this project..

VI. cost

A. Budget

This cost structure is based on a current estimate of property values and realty costs. The actual sale price may need to be adjusted following completion of the appraisals and option to purchase agreements. Each phase of the project may modify the amount of funding required to complete the subsequent phase.

Budget Summary

Phase	Labor Hours	Direct Salary/Benefits	Service Contracts	Material/Acq. Costs	Misc. Direct costs	Overhead (23%)	Total Cost
Phase I: Acquisition	951	\$70,500	\$68,000	\$2,005,000		\$33,005	\$ 2,176,505
Phase II: Restoration Planning	500	\$40,000	\$222,000		\$ 500,000	\$ 124,000	\$ 886,200
Phase III: Implementation	320	\$20,000	\$500,000		\$ 5,000	\$ 5,750	\$ 530,750
Phase IV: Monitoring	7,500	\$220,000	\$ 80,000	\$36,200	\$4,500	\$ 82,961	\$423,661
TOTAL PROJECT	9,271	\$350,500	\$ 870,000	\$ 2,041,200	\$ 509,500	\$245,916	\$4,017,126

Basis for CALFED funding: These acquisitions are located in CALFED's Suisun Bay and Marsh Ecological Management Unit. Protection of this habitat through acquisition will meet several CALFED objectives and is consistent with CALFED's ERPP for several species. Acquisition and restoration of these properties will provide ideal shallow, tidal habitat for Delta smelt and Sacramento splittail. Both areas will also offer, after restoration enhancement, emergent wetland and upland transitional habitats vital to salt marsh harvest mice, saltmarsh common yellowthroat, Suisun song sparrow, Suisun thistle, and soft bird's beak.

B. Cost Sharing

Upon receipt of funds from this proposal, all opportunities for cost sharing will be investigated. Any cost-sharing funds which are received will be used to expand the areas to be acquired, or to conduct some preliminary management of the parcels which would be compatible with the missions of all involved agencies/organizations.

Detailed Budget

Year	Task	Labor Hours	Salary/ Benefits	Service Contracts	Material/Acq. Costs	Misc./other Direct Costs	Overhead (23%)	Total Cost
Phase 1: Land Acquisition								
2001	Appraisal	343	\$22,400				\$5,152	\$27,552
	Title search, Escrow, Deed recording	115	\$ 7,600				\$ 1,748	\$ 9,348
	Property survey and Relocation			\$50,000			\$ 11,500	\$ 61,500
	Acquisition				\$2,000,000			\$2,000,000
	Owner due dilligence		\$ 8,500				\$ 1,955	\$ 10,455
	Stewardship upon ownership	343	\$22,000	\$ 18,000	\$ 5,000		\$ 10,350	\$ 55,350
	Task management	150	\$10,000				\$2,300	\$12,300
Total Phase I		951	\$70,500	\$ 68,000	\$ 2,005,000		\$ 33,005	\$2,176,505
Phase 2: Restoration Planning and Environmental Compliance								
2001-2003	Initiate and manage project, coordination, document review	500	\$ 40,000				\$ 9,200	\$49,200
	Public involvement			\$20,000				\$20,000
	Develop and analyze restoration alternatives			\$40,000				\$ 40,000
	Conduct hydraulics analyses for restoration alternatives			\$ 50,000				\$ 50,000

	Prepare Restoration Plan			\$ 32,000				\$ 32,000
Year	Task	Labor Hours	Salary/ Benefits	Service Contracts	Material/Acq. costs	Misc./other Direct Costs	Overhead (23%)	Total Cost
	Preoare EIR/EIS			\$ 80,000				\$80,000
	Start-up and 3 years of maintenance					\$500,000	\$115,000	\$615,000
Total Phase II		500	\$40,000	\$222,000		\$500,000	\$124,200	\$886,200
Phase 3: Imalementation								
2004	<i>Estimate</i> for restoration implementation			\$ 500,000				\$500,000
	Task managment	320	\$ 20,000			\$ 5,000	\$ 5,750	\$30,750
Total Phase III		320	\$20,000	\$ 500,000		\$ 5,000	\$5,750	\$530,750
Phase 4: Studies and Monitoring								
A. Channel Development Studies								
	Investigate changes in sedimentation/erosion related to channel development in response to levee alteration	100	\$3,000	\$ 40,000			\$9,890	\$ 52,890
B. Water Quality Studies								
	Monthly sampling	400	\$ 12,000	\$3,000	\$20,000		\$ 8,050	\$43,050
	Salinity studies	400	\$ 12,000	\$3,000	\$8,000		\$ 5,290	\$28,290

Year	Task	Labor Hours	Salary/ Benefits	Service Contracts	Material/Acq. Costs	Misc./other Direct Costs	Overhead (23%)	Total Cost
C. Benthic Fauna Studies								
	Investigate changes in species use/distribution over time as related to changes in water quality, vegetation, and salinity	600	\$ 18,000	\$ 24,000	\$ 1,500		\$ 10,005	\$ 53,505
D. Fish and Wildlife Studies								
	Investigate changes in fish use and distribution over time	1500	\$40,000		\$2,000	\$ 1,500	\$ 10,005	\$ 53,505
	Investigate spawner use and larval rearing by smelt and splittail	2000	\$60,000		\$2,000	\$ 1,500	\$ 14,605	\$78,105
	investigate changes in avian use in open water, mudflats, and emergent marsh habitats	2000	\$ 60,000		\$2,000	\$ 1,500	\$ 14,605	\$78,105
E. Vegetation Studies								
	investigate changes in habitat composition and structure over time	500	\$15,000	\$ 10,000	\$700		\$10,511	\$ 42,511
Total Phase IV		7,500	\$220,000	\$ 80,000	\$36,200	\$ 4,500	\$ 82,961	\$ 423,661
TOTAL PROJECT		9,271	\$ 350,500	\$870,000	\$ 2,041,200	\$ 509,500	\$ 245,916	\$4,017,116

VII. Local Involvement

Letters have been sent to Solano County Planning Commission, Suisun Resource Conservation District, California Department of Fish and Game, and Bay Conservation and Development Commission, as outlined in the proposal guidelines. In addition, Department of Water Resources (DWR), Stone Lakes National Wildlife Refuge (NWR), San Pablo Bay NWR, Coastal Conservancy, Solano County Open Space District, Trust for Public Land, and San Francisco Bay Joint Venture have been contacted via telephone regarding our intent to submit this proposal. It should be noted that the Service has an ongoing relationship with many of these entities.

The Service is currently working with the following agencies and organizations, which support the goal of this proposal, to coordinate activities on and near the areas in consideration: Solano County Open Space Foundation, Stone Lakes NWR, San Pablo Bay NWR, Coastal Conservancy, and DWR. This acquisition and subsequent restoration will contribute to the goals of many Federal, State, and local programs and plans and support or enhance community public outreach/environmental education programs. The Service anticipates that some reclamation districts, local landowners, and elected officials will have issues or concerns during the restoration planning phase (Phase II) of this project. Anticipated issues include economic effects of converting agricultural land to habitat; hydrological effects of tidal restoration; access for recreational boating, fishing, and waterfowl hunting; and downstream flood protection.

The Service has established outreach and public involvement guidelines for land acquisitions that will be followed. The Service works only with willing sellers. Briefings occur in one-on-one meetings, group meetings, or by mailing. The Service maintains a mailing list of numerous individuals, agencies, news media, and other organizations which receive routine updates and other mailings. The adjacent landowners and others will continue to have publicized opportunities to make comments for the EIS for acquired lands.

VIII. Compliance with Standard Terms and Conditions

The U.S. Fish and Wildlife Service, as federal agency acting as a representative of the public, agrees to adhere to all standard terms and conditions identified and applicable to the type of project (real estate transaction) being proposed. For acquisition of the property, the Service will follow standard procedures for acquisition and comply with the "Uniform Appraisal Standards for Federal Land Acquisitions". The Service will be responsible for all acquisition costs including appraisal costs and reasonable and customary transfer costs. For the restoration, the Service will cooperate with Federal, State, and private partners in the design and implementation of the project. Acquisition and restoration of the parcel(s) may require preparation of the following documents and permits: Environmental Impact Statement to comply with NEPA and CEQA; U.S. Army Corps of Engineers, Section 404 permit; USFWS, Section 7 consultation under ESA; Stream alteration permits; National Historic Preservation Act, Section 106 compliance; and Regional Water Quality Control Board Permits.

IX. Literature Cited

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- Foerster, K.S., and J.E. Takekawa. 1991. San Francisco Bay National Wildlife Refuge Predator Management Plan and Final Environmental Assessment. San Francisco Bay National Wildlife Refuge, Newark, CA. 54 pp.
- Goals Project. 1999. Baylands ecosystem habitat goals. A report of habitat recommendations prepared by the San Francisco Bay Area Wetlands Ecosystem Goals Project. U.S. Environmental Protection Agency, San Francisco, CA / S.F. Bay Regional Water Quality Control Board, Oakland, CA. 209 pp. + appendices.
- Hammer, D.A. 1989. Constructed wetlands for wastewater treatment. Lewis Publishers, Inc. Chelsea, MI. 831 pp.
- Harvey, T.E.; K.J. Miller, R.L. Hothem, M.J. Rauzon, G.W. Page, and R.A. Keck. 1992. Status and trends report on wildlife of the San Francisco Estuary. Prepared by the U.S. Fish and Wildlife Service for the San Francisco Estuary Project, U.S. Environmental Protection Agency. San Francisco, CA. 283 pp. + appendices.
- Herbold, B., P.B. Moyle, and A.D. Jassby. 1992. Status and trends report on aquatic resources of the San Francisco Estuary. Prepared by U.C. Davis for the San Francisco Estuary Project, U.S. Environmental Protection Agency. San Francisco, CA. 257 pp. + appendices.
- SFEI. 1999. Regional Monitoring Program for Trace Substances: 1999 Annual Report. San Francisco Estuary Institute, Richmond, California. 276 pp. + appendices.
- USFWS. 1995. Sacramento/San Joaquin Delta native fishes recovery plan: U.S. Fish and Wildlife Service, Portland, Oregon. 195 pp.

Table 1. Species to benefit from restoration of tidal marsh in the east Potrero Hills area.

Common Name	Latin Name	Status ^a	Life Stages ^b
salt marsh harvest mouse	<i>Reithrodontomys raviventris halicoetes</i>	E	all
Suisun ornate shrew	<i>Sorex ornatus sinuosis</i>	SC	all
California least tern	<i>Sterna antillarum browni</i>	E	adult
American bittern	<i>Botarus lentiginosus</i>	SC	all
saltmarsh common yellowthroat	<i>Geothlypis trichas sinuosa</i>	SC	all
Suisun song sparrow	<i>Melospiza melodia maxillaris</i>	SC	all
delta smelt	<i>Hypomesus transpacificus</i>	T	egg, juvenile
Sacramento splittail	<i>Pogonichthys macrolepidotus</i>	T	egg, juvenile
green sturgeon	<i>Acipenser medirostris</i>	SC	all
Pacific lamprey	<i>Lampetra tridentata</i>	SC	adult
longfin smelt	<i>Spirinchus thaleichthys</i>	SC	egg, juvenile
Suisun thistle	<i>Cirsium hydrophilum</i> var. <i>hydrophilum</i>	E	na ^c
soft bird's beak	<i>Cordylanthus mollis</i> subsp. <i>mollis</i>	E	na
Suisun Marsh aster	<i>Aster lentus</i>	SC	na
alkali milk-vetch	<i>Astragalus tener</i> var. <i>tener</i>	SC	na
heartscale	<i>Atriplex cordulata</i>	SC	na
brittlescale	<i>Atriplex depressa</i>	SC	na
delta tule pea	<i>Lathyrus jepsonii</i> var. <i>jepsonii</i>	SC	na
Mason's lilaeopsis	<i>Lilaeopsis masonii</i>	SC	na

^a E = Endangered, T = Threatened, SC = Species of Concern

^b Life stage of organism which would benefit from restoration of areas in eastern Portrero Hills

^c na = not applicable

Environmental Compliance Checklist

All applicants must fill out ~~this~~ Environmental Compliance Checklist. Applications must contain answers to the following questions to be responsive and to be considered for funding. ***Failure to answer these questions and include them with the application will result in the application being considered nonresponsive and not considered for finding.***

1. Do any **of** the actions included in the proposal require compliance with either the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), or both?

☒ YES

☐ NO

2. If you answered yes to # 1, identify the lead governmental agency **for** CEQA/NEPA compliance.

U.S. Fish & Wildlife Service
Lead Agency

3. If you answered **no** to # 1, explain why CEQA/NEPA compliance is not required for the actions in the proposal.

4. If CEQA/NEPA compliance is required, describe how the project will comply with either or both **of** these laws. Describe where the project is in the compliance process and the expected date **of** completion.

This project will develop either an EIR/EIS or an EA/categorical exclusion at the appropriate time (during the appropriate phase).

5. Will the applicant require access across public **or** private property that the applicant does not own to accomplish the activities in the proposal?

☒ YES

☐ NO

If yes, the applicant must attach written permission **for** access from the relevant property owner(s). Failure to include written permission **for** access may result in disqualification **of** the proposal during the review process. Research **and** monitoring field projects for which specific field locations have not been identified **will** be required to provide access needs and permission **for** access with **30 days of** notification of approval.'

6. Please indicate what permits **or** other approvals may be required **for** the activities contained in your proposal. Check all **boxes** that apply.

LOCAL

Conditional use permit

Variance

Subdivision Map Act approval

Grading permit

General plan amendment

Specific plan approval

Rezone

Williamson Act Contract

cancellation

Other _____

@lease specify)

None required

STATE

CESA Compliance

Streambed alteration permit

CWA § 401 certification

Coastal development permit

Reclamation Board approval

Notification

Other SHPO, Lands Commission

@lease specify)

None required

FEDERAL

ESA Consultation

Rivers & Harbors Act permit

CWA § 404 permit

Other FWCA, NHPA

@lease specify)

None required

X

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X

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(CDFG)

(CDFG)

(RWQCB)

(Coastal Commission/BCDC)

(DPC, BCDC)

(USFWS)

(ACOE)

(ACOE)

DPC = Delta Protection Commission
CWA = Clean Water Act
CESA = California Endangered Species Act
USFWS = U.S. Fish and Wildlife Service
ACOE = U.S. Army Corps of Engineers

ESA = Endangered Species Act
CDFG = California Department of Fish and Game
RWQCB = Regional Water Quality Control Board
BCDC = Bay Conservation and Development Comm.

Land Use Checklist

All applicants must fill out this Land Use Checklist for their proposal. Applications must contain answers to the following questions to be responsive and to be considered for funding. Failure to answer these questions and include them with the application will result in the application being considered nonresponsive and not considered for funding.

1. Do the actions in the proposal involve physical changes to the land (i.e., grading, planting vegetation, or breaching levees) or restrictions in land use (i.e., conservation easement or placement of land in a wildlife refuge)?

X
YES

NO

2. If NO to # 1, explain what type of actions are involved in the proposal (i.e., research only, planning only).

3. If YES to # 1, what is the proposed land use change or restriction under the proposal?

Grading and/or breaching levees, possibly conservation easement(s)

4. If YES to # 1, is the land currently under a Williamson Act contract?

YES

X
NO

5. If YES to # 1, answer the following:

Current land use

Current zoning

Current general plan designation

managed wetlands
marsh or range & watershed
marsh or range & watershed

6. If YES to #1, is the land classified as Prime Farmland, Farmland of Statewide Importance or Unique Farmland on the Department of Conservation Important Farmland Maps?

YES

X
NO

DON'T KNOW

7. If YES to # 1, how many acres of land will be subject to physical change or land use restrictions under the proposal?

up to 500 acres

8. If YES to # 1, is the property currently being commercially farmed or grazed?

X
YES

NO

9. If YES to #8, what are

the number of employees/acre up to .95 (5 for 100 acres)
the total number of employees up to 5

10. Will the applicant acquire any interest in land under the proposal (**fee title or** a conservation easement)?

☒ YES

☐ NO

11. What entity/organization will hold the interest? Center for Natural Land Management

12. If YES to # 10, answer the following:

Total number of acres to be acquired under proposal

Number of acres to be acquired in fee

Number of acres to be subject to conservation easement

to 500 acres
up to 500 acres
up to 500 acres

13. For all proposals involving physical **Changes** to the land or restriction in land use, describe **what** entity or organization will:

manage the property

provide operations and maintenance services

conduct monitoring

Center for Natural Land Management
Center for Natural Land Management
to be contracted out at future date
(phases 3 & 4)

14. For land acquisitions (**fee title or** easements), will existing water rights **also** be acquired?

☒ YES

☐ NO

15. Does the applicant propose any modifications to the water **right or** change in the delivery of the water?

☐ YES

☒ NO

16. If YES to # 15, describe _____

STATE OF CALIFORNIA

NONDISCRIMINATION COMPLIANCE STATEMENT

STN. 19 (REV. 3-95) FISC

COMPANY NAME

Center for Natural Lands Management

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

Brenda C. Pace

DATE EXECUTED

5/10/00

EXECUTED IN THE COUNTY OF

Deschutes, Oregon

PROSPECTIVE CONTRACTOR'S SIGNATURE

Brenda C. Pace

PROSPECTIVE CONTRACTOR'S TITLE

Administrative Director

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Center for Natural Lands Management, Inc. a 501(c)3 nonprofit CA corp.

Agreement No. _____

Exhibit _____

STANDARD CLAUSES -**SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

National Labor Relations Board Clause. In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Statement of Compliance. The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 and Title 2, California Code of Regulations, Section 8103.

Performance Evaluation. For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$100,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____

Disabled Veteran Business Enterprise Participation Requirement Audit Clause. Contractor or vendor agrees that the awarding department or its delegates ~~will~~ have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

Priority Hiring Considerations. For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Antitrust Claims. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignor shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

Americans With Disabilities Act. By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990. (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Corporate Qualifications To Do Business in California. Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

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Agreement No. _____

Exhibit _____

ADDITIONAL STANDARD CLAUSES

Recycled Materials. Contractor hereby certifies under penalty of perjury that _____ (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

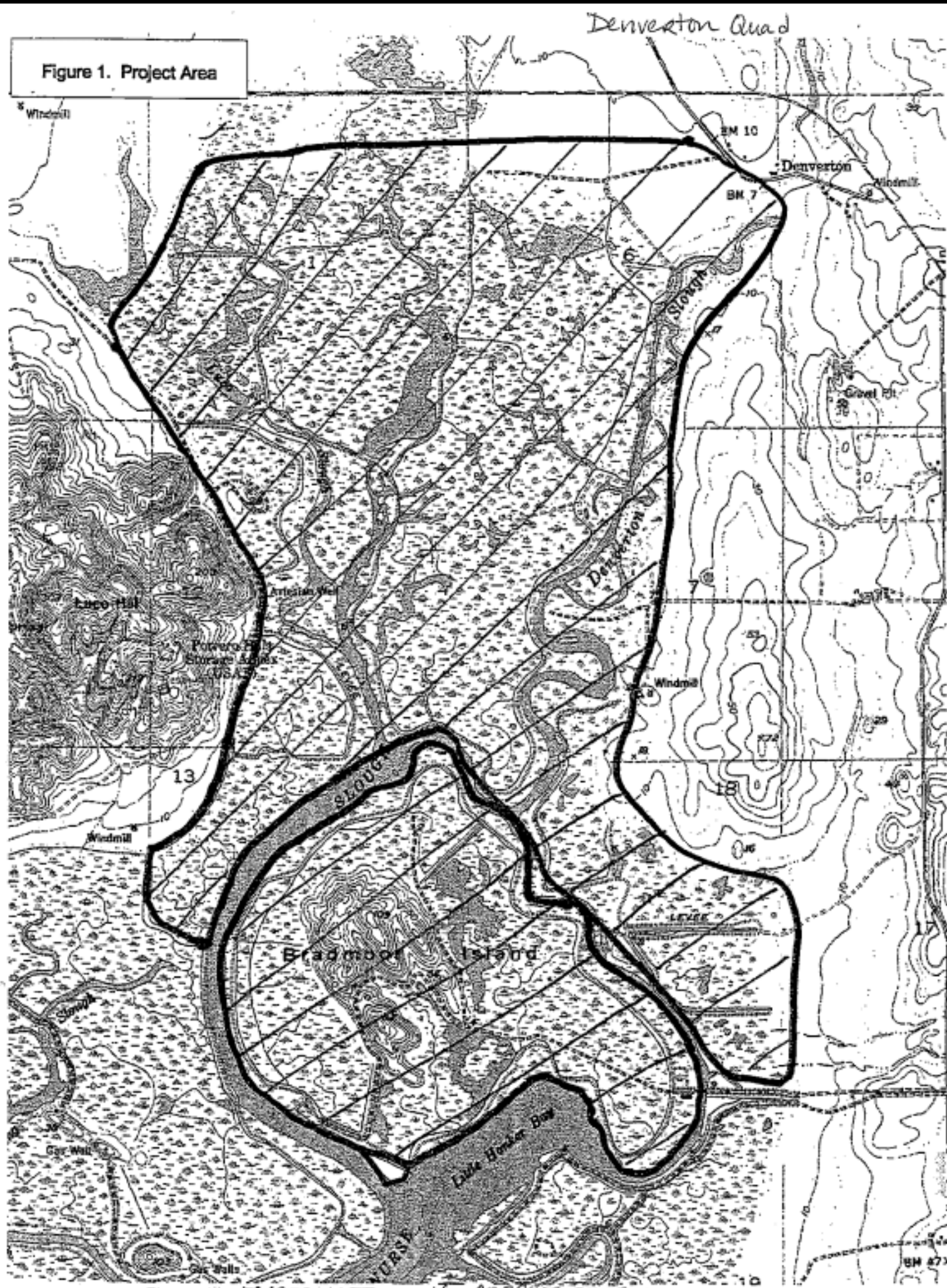
Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are Year 2000 compliant. For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

Child Support Compliance Act For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family, support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

Figure 1. Project Area



STATE OF CALIFORNIA

NONDISCRIMINATION COMPLIANCE STATEMENT

SPCL 19 (REV. 3-85) FSC

COMPANY NAME

Center for Natural Lands Management

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

Brenda C. Pace

DATE EXECUTED

5/10/00

EXECUTED IN THE COUNTY OF

Deschutes, Oregon

PROSPECTIVE CONTRACTOR'S SIGNATURE

Brenda C. Pace

PROSPECTIVE CONTRACTOR'S TITLE

Administrative Director

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Center for Natural Lands Management, Inc. a 501(c)3 nonprofit CA corp.

Agreement No. _____

Exhibit _____

**STANDARD CLAUSES -
SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

National Labor Relations Board Clause. In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Statement of Compliance. The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 and Title 2, California Code of Regulations, Section 8103.

Performance Evaluation. For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____

Disabled Veteran Business Enterprise Participation Requirement Audit Clause. Contractor or vendor agrees that the awarding department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

Priority Hiring Considerations. For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the **Drug-Free Workplace Act of 1990** (Government Code Section 8350) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a **Drug-Free Awareness Program** to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. **Every employee who works on the proposed contract or grant:**
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

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If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

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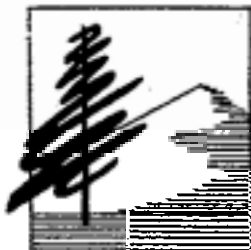
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Child Support Compliance Act For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

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2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.



Center for Natural Lands Management

A non-profit organization for the protection & management of natural resources

May 10, 2000

Sherry Teresa
Executive Director
425 E. Alvarado Street, Ste. H
Fallbrook, CA 92028-2960
760/ 731-7790
FAX 760/ 731-7791
email: cnlmpres@aol.com

Brenda Pace
Administrative Director
60738 Golf Village Loop
Bend, OR 97701
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FAX 541/ 330-5563
email: jcpace@aol.com

Cameron Barrows
So. Calif. Reg. Director
P.O. Box 168
Thousand Palms, CA 92276
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email: cnlmcam@aol.com

Graciela Hinshaw
Preserve Manager
6609 Redford Way
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PH/FAX 805/ 397-8756
email: cnlmgac@aol.com

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Remy, Thomas & Moore

Douglas A. Unruh
Grups Development Co.

Ex Officio Directors

Larry Eng, Ph.D.
California Department of
Fish & Game

Wayne S. White
U.S. Fish & Wildlife Service

Christopher L. Monske,
Planning **Program** Manager
Solano County Planning Commission
601 Texas **Street**
Fairfield, CA 94533

Dear Mr. Monske:

This is to inform you that the Center for Natural Lands Management (**CNLM**), a **501(c)(3)** conservation organization, based in Fallbrook, California, is planning a land acquisition in Solano County in conjunction with the **U.S.** Fish and Wildlife Service. Our intention **is** to acquire approximately 500 acres of **diked** baylands in Suisun **Marsh** in Solano County. We will solicit acquisitions from willing **sellers** and acquisitions will be contingent upon **agreeing to** mutually acceptable terms. In a joint request with the **U.S.** Fish and Wildlife Service, the CNLM **will** be applying for grant money to finance this purchase **from** CALFED and other sources.

The CNLM is expected to be the title holder **after** completion of the acquisition. After the purchase, the land may be transferred **to** another conservation organization for habitat restoration, management, and public benefit. We **will** be interviewing public agencies in the near **future** as to **their** interest **in** land transfer.

If you have any questions in regard to **this** acquisition, please **call** Brenda Pace **at** (541) 330-5533.

Sincerely,

Brenda C. Pace
Administrative Director



Center for Natural Lands Management

A non-profit organization for the protection & management of natural resources

May 10, 2000

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Cameron Harrows
So. Calif. Reg. Director
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Thousand Palms, CA 92276
760/ 343-1234
FAX 760/ 343-0393
email: cnlmeam@aol.com

Graciela Hinshaw
Preserve Manager
6800 Reedford Way
Bakersfield, CA 93309
PH/FAX 805/ 397-8758
email: cnlmgnc@aol.com

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California Department of
Fish & Game

Wayne S. White
U.S. Fish & Wildlife Service

Director

Bay Conservation and Development Commission

30 Van Ness Avenue, Suite 201
San Francisco, California **94102**

Dear Director:

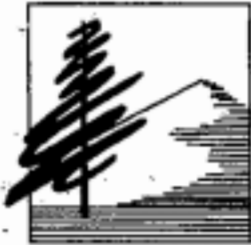
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California Department of
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Wayne S. White

U.S. Fish & Wildlife Service

Manager, **Region III**

California Department of Fish and Game

P.O. Box 47

Yountville, California 94599

Dear Regional Manager:

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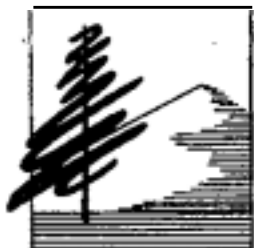
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Executive Director
Suisun Resource Conservation District
2544 Grizzly Island Road
Suisun, California 94585

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